

May 1, 1999 - April 30, 2002

MAINTENANCE LABOR AGREEMENT

- between -

THE CITY OF SAINT PAUL

- and -

UNITED ASSOCIATION

PLUMBERS LOCAL 34

and

SPRINKLER FITTERS

LOCAL UNION NO. 417

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PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer, and the United Association Plumbers Local 34 and Sprinkler Fitters Local Union No. 417, hereinafter referred to as the Union.

The Employer and the Union concur that this Agreement has as its objective the promotion of the responsibilities of the City of Saint Paul for the benefit of the general public through effective labor-management cooperation.

The Employer and the Union both realize that this goal depends not only on the words in the Agreement but rather primarily on attitudes between people at all levels of responsibility. Constructive attitudes of the Employer, the Union, and the individual employees will best serve the needs of the general public.

ARTICLE 1 - PURPOSE

- 1.1 The Employer and the Union agree that the purpose for entering into this Agreement is to:
- 1.1(1) Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned;
 - 1.1(2) Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the Employer and the Union;
 - 1.1(3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.
- 1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 27 (SEVERABILITY).

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel having an employment status of regular, probationary, provisional and temporary, employed in the classes of positions defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-527-A dated May 11, 1973 and Case No. 86-PR-951 dated May 14, 1986.

ARTICLE 3 - EMPLOYER RIGHTS

- 3.1 The Employer retains the right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any "term or condition of employment" not established by this Agreement shall remain with the Employer to eliminate, modify, or establish following written notification to the Union.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies deducted shall be remitted as directed by the Union.
- 4.1(1) The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.
- 4.1(2) The Union shall indemnify and save harmless the Employer from any and all claims or charges made against the Employer as a result of the implementation of this Article.
- 4.2 The Union may designate one (1) employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such designation. Such employee shall have the rights and responsibilities as designated in Article 24 (GRIEVANCE PROCEDURE).
- 4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his designated representative shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working.

ARTICLE 5 - SCOPE OF THE AGREEMENT

- 5.1 This Agreement establishes the "terms and conditions of employment" defined by M.S. 179.63, Subd. 18 for all employees exclusively represented by the Union. This Agreement shall supersede such "terms and conditions of employment" established by Civil Service Rule, Council Ordinance, and Council Resolution.

ARTICLE 6 - PROBATIONARY PERIODS

- 6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6) month probationary period during which time the employee's fitness and ability to perform the position's duties and responsibilities shall be evaluated.
- 6.1(1) At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 24 (GRIEVANCE PROCEDURE).
- 6.1(2) An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.

ARTICLE 6 - PROBATIONARY PERIODS (Continued)

- 6.2 All personnel promoted to a higher class shall serve a six (6) month promotional probationary period during which time the employee's fitness and ability to perform the position's duties and responsibilities shall be evaluated.
- 6.2(1) At any time during the promotional probationary period an employee may be demoted to the employee's previously held class at the discretion of the Employer without appeal to the provisions of Article 24 (GRIEVANCE PROCEDURE).
- 6.2(2) An employee demoted during the promotional probationary period shall be returned to the employee's previously held class and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

ARTICLE 7 - PHILOSOPHY OF EMPLOYMENT AND COMPENSATION

- 7.1 The Employer and the Union are in full Agreement that the philosophy of employment and compensation shall be a "cash" hourly wage and "industry" fringe benefit system.
- 7.2 The Employer shall compensate employees for all hours worked at the basic hourly wage rate and hourly fringe benefit rate as found in Articles 12 (WAGES) and 13 (FRINGE BENEFITS).
- 7.3 No other compensation or fringe benefit shall be accumulated or earned by an employee except as specifically provided for in this Agreement, except those employees who have individually optioned to be "grand fathered" as provided by 11.2.

ARTICLE 8 - HOURS OF WORK

- 8.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute unpaid lunch period between 7:00 a.m. and 5:30 p.m.
- 8.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.
- 8.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a normal work day or work week other than that provided in Article 8.1 or 8.2, the Union agrees to enter into negotiations immediately to establish such conditions

ARTICLE 8 - HOURS OF WORK (Continued)

- 8.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.
- 8.5 All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at an assigned work location until the end of the established work day unless otherwise directed by their supervisor.
- 8.6 All employees are subject to call-back by the Employer as provided by Article 10 (CALL IN/CALL BACK).
- 8.7 Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report for work prior to leaving home, or during the previous work day.

ARTICLE 9 - OVERTIME

- 9.1 Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time-and-one-half basis or by being paid on a time and one-half basis for such overtime work. The basis on which such overtime shall be paid shall be determined solely by the Employer.
- 9.2 The rate of one and one-half (1 1/2) the basic hourly rate shall be the overtime rate for work performed under the following circumstances:
 - 9.2(1) Time worked in excess of eight (8) hours in any one normal work day and;
 - 9.2(2) Time worked in excess of 40 hours in a seven (7) day period.
- 9.3 For the purpose of calculating overtime compensation overtime hours worked shall not be "pyramided," compounded, or paid twice for the same hours worked.
- 9.4 Overtime hours worked as provided by this article shall be paid in cash or compensatory time as determined by the Employer.

ARTICLE 10 - CALL IN/CALL BACK

- 10.1 The Employer retains the right to call in or call back employees before an employee has started a normal work day or normal work week and after an employee has completed a normal work day or normal work week.

ARTICLE 10 - CALL IN/CALL BACK (Continued)

10.2 Employees called in or called back shall receive a minimum of four (4) hours straight time pay at the basic hourly rate or shall be compensated in accordance with Article 9 (OVERTIME), when applicable, whichever is greater.

10.2(1) Notwithstanding Article 10.2, employees called in four (4) hours or less prior to their normal work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with Article 9 (OVERTIME).

ARTICLE 11 - WORK LOCATION, RESIDENCY

11.1 Employees shall report to work location as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the Employer.

11.2 The resolution pertaining to residency approved July 26, 1979, under Council File No. 273378 shall apply to all employees covered by this Agreement.

ARTICLE 12 - WAGES

12.1 The basic hourly wage rates as established by Appendix C and Appendix F shall be paid for all hours worked by an employee.

12.2 Employees who are covered by the fringe benefits listed below shall continue to be covered by such benefits. They shall be subject to all other provisions of the Agreement, but shall not have hourly fringe benefit contributions and/or deductions made on their behalf as provided for by Article 13 (FRINGE BENEFITS).

12.2(1) Insurance benefits as established by Article 14 (INSURANCE).

12.2(2) Sick Leave as established by Resolution No. 3250, Section 20. Effective May 1, 1997, the remaining City Benefitted plumbers will be charged with the actual average number of sick leave hours used, or 48, whichever is less.

12.2(3) Vacation as established in Section 1 H of the Salary Plan and Rates of Compensation Resolution (6446), however, employees in this bargaining unit, covered by this vacation provision, shall be granted vacation at the rate of 160 hours in each calendar year.

ARTICLE 12 - WAGES (Continued)

- 12.2(4) Ten (10) legal holidays as established by Resolution No. 6446, Section 1, Subdivision I.
- 12.2(5) Severance benefits as established by Ordinance No.11490 with a maximum payment of \$4,000 or as established by Article 16 (SEVERANCE PAY) of this Agreement.
- 12.3 Regular employees not covered by the fringe benefits listed in Article 12.2 shall be considered, for the purposes of this Agreement, participating employees and shall be compensated in accordance with Article 12.1 (WAGES) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 13 (FRINGE BENEFITS).
- 12.4 Provisional and temporary employees shall be considered, for the purpose of this Agreement, participating employees and shall be compensated in accordance with Article 12.1 (WAGES) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 13 (FRINGE BENEFITS).
- 12.5 All regular employees employed after February 15, 1974, shall be considered, for the purpose of this Agreement, participating employees and shall be compensated in accordance with Article 12.1 (WAGES) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 13 (FRINGE BENEFITS).

ARTICLE 13 - FRINGE BENEFITS

- 13.1 The Employer shall make contributions on behalf of and/or make deductions from the wages of employees covered by this Agreement in accordance with Appendix D and Appendix G for all hours worked.
- 13.2 Temporary, provisional, probationary and regular participating employees shall be eligible for a paid holiday for Labor Day, the first Monday in September in accordance with the St. Paul Salary Plan and Rates of Compensation.
- 13.3 For employees who have elected to become, as of December 29, 1990, participating employees as defined in Article 12.3 of this Agreement, the Employer will make the Health and Welfare contribution in accordance with item (2) of Appendix D of this Agreement. Such contribution shall be made for hours worked as of October 6, 1990. No other contributions listed in Appendix D shall be made for such employees for any hours worked prior to December 29, 1990. Such employees shall not be eligible for City Health and Life insurance after December 31, 1990.

ARTICLE 13 - FRINGE BENEFITS (Continued)

- 13.4 Accumulated sick leave credit balances as of December 28, 1990 for employees covered by Article 13.3 above shall be frozen as of December 28, 1990. Such frozen sick leave balances may only be used for severance pay purposes. Severance pay shall be granted only in accordance with Article 16 (SEVERANCE PAY) of this Agreement.
- 13.5 Employees covered by Article 13.3 above shall discontinue earning vacation as of December 29, 1990. Such employees shall not be eligible for City paid vacation after December 28, 1990. Any unused balance will be paid off at the December 28, 1990 rate of pay.

ARTICLE 14 - INSURANCE

Active Employees

- 14.1 This Article shall apply to employees who are eligible for the fringe benefits listed in Article 12.2 (City benefits).

The insurance plans, premiums for coverages, and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.

For employees who select single coverage, the Employer will contribute 100% of the cost of the single premium. For employees who select dependent coverage, the Employer will contribute 50% of the cost of the dependent premium.

The Employer will provide \$5,000 of term life insurance for each employee.

Retiree Health Benefits

- 14.2 Employees who retire must meet the following conditions in order to be eligible for the Employer contribution for retiree health benefits:
- 14.2(1) Be receiving benefits from a public employee retirement act covering employees of the City of Saint Paul at the time of retirement, and
 - 14.2(2) Have severed his/her relationship with the City of Saint Paul under one of the retiree plans, and
 - 14.2(3) Have severed his/her relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

ARTICLE 14 - INSURANCE (Continued)

Early Retirees (under age 65)

- 14.3 For those employees who retire before age 65 and are eligible for early retiree benefits under the terms set forth in Article 14.2 above and until such retirees reach sixty-five (65) years of age, the Employer shall continue to make the same contribution for early retiree benefits as those for active employees. For early retirees selecting single coverage, the Employer will contribute 100% of the premium cost for single coverage. For early retirees selecting dependent coverage, the Employer will contribute 50% of the premium cost for dependent coverage.

The Employer will also continue life insurance benefits for eligible early retirees in the same amount as provided to them as active employees. Life insurance benefits terminated at age 65.

When such early retiree attains age 65, the provisions of Article 14.4 shall apply.

Regular Retirees (age 65 and older)

- 14.4 Employees who retire at or after the age of sixty-five (65) must meet the conditions set forth in Article 14.2.

- 14.4(1) For such employees who retire after December 31, 1995, the Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or dependent health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Article shall also apply to early retirees upon reaching age 65, who retired after December 31, 1995 under the provisions of Article 14.2.

Survivor Benefits

- 14.5 In the event of the death of an early retiree or a regular retiree, the dependent of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

It is further understood that coverage shall cease in the event of:

- 14.5(1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.

ARTICLE 14 - INSURANCE (Continued)

- 14.5(2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 14.6 The contributions indicated in Article 14 shall be paid to the Employer's third party administrator or designated representative.

ARTICLE 15 -SELECTION OF LEAD PLUMBER AND GENERAL FOREMAN

- 15.1 The selection of personnel for the class of position Lead Plumber shall remain solely with the Employer.
- 15.2 The class of position Lead Plumber shall be filled by employees of the bargaining unit on a "temporary assignment".
- 15.3 All "temporary assignments" shall be made only at the direction of a designated Employer supervisor.
- 15.4 Such "temporary assignments" shall be made only in cases where the class of positions is vacant for more than one (1) normal work day.

ARTICLE 16 - SEVERANCE PAY

- 16.1 The Employer shall provide a severance pay program as set forth in this Article.
- 16.2 To be eligible for the severance pay program, an employee must meet the following requirements:
 - 16.2(1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 85" or the "rule of 90" provisions of the Public Employees Retirement Association (PERA). The "rule of 85" or "rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.
 - 16.2(2) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.

ARTICLE 16 - SEVERANCE PAY (Continued)

- 16.2(3) The employee must have at least ten (10) years of consecutive service under the classified or unclassified Civil Service at the time of separation. For the purpose of this Article, employment in either the City or in the Independent School District No. 625 may be used in meeting this ten (10) year service requirement.
- 16.2(4) The employee must file a waiver of reemployment with the Personnel Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City or with Independent School District No. 625.
- 16.2(5) The employee must have accumulated a minimum of eighty (80) days of sick leave credits at the time of his separation from service.
- 16.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of 200 accrued sick leave days.
- 16.4 The maximum amount of money that any employee may obtain through this severance pay program is \$10,000.
- 16.5 For the Purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his or her death, payment of the severance pay will be made to the employee's estate or spouse.
- 16.6 For the Purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.
- 16.7 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 16.8 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 16.9 The provisions of this article shall be effective as of May 1, 1984.

ARTICLE 16 - SEVERANCE PAY (Continued)

- 16.10 Any employee hired prior to February 15, 1974 may, in any event, and upon meeting the qualifications of this article or City Ordinance No. 11490, as amended by City Ordinance No. 16303, section 1, section 6, draw severance pay. However, an election by the employee to draw severance pay under either this article or the ordinance shall constitute a bar to receiving severance pay from the other.

ARTICLE 17 - HOLIDAYS

- 17.1 The following ten (10) days shall be designated as holidays:

New Year's Day, January 1
Martin Luther King Day, 3rd Monday in January
Presidents' Day, Third Monday in February
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Day After Thanksgiving, fourth Friday in November
Christmas Day, December 25

- 17.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.
- 17.3 The ten (10) holidays shall be considered non-work days.
- 17.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled, "called in" or "called back" in accordance with Article 10 (CALL IN/CALL BACK).
- 17.5 Participating employees as defined in Articles 12.3, 12.4 and 12.5, other than Fire Sprinkler Inspectors, working on the holidays listed below shall be paid on a straight time basis.

Martin Luther King Day	Presidents' Day
Day After Thanksgiving	Veterans' Day

ARTICLE 17 - HOLIDAYS (Continued)

- 17.6 Fire Sprinkler Inspectors working on the holidays listed below shall be paid on a straight time basis.

Martin Luther King Day

Veterans' Day

- 17.7 Participating employees, as defined in Article 12.3, 12.4 and 12.5, other than Fire Sprinkler Inspectors, working on the Holidays listed below shall be paid at the rate of two (2) times the basic hourly rate for all hours worked.

New Year's Day

Memorial Day

Thanksgiving Day

Christmas Day

Independence Day

- 17.8 Fire Sprinkler Inspectors working on the holidays listed below shall be paid at the rate of two (2) times the basic hourly rate for all hours worked.

New Year's Day

Christmas Day

- 17.9 Participating employees, as defined in Articles 12.3, 12.4 and 12.5, other than Fire Sprinkler Inspectors, working on Labor Day shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis, or by being paid on a time and one-half basis for such hours worked, in addition to their regular holiday pay.

- 17.10 Fire Sprinkler Inspectors working on Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall be recompensed for work done on any of these days by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to their regular holiday pay.

Fire Sprinkler Inspectors working on President's Day or the day after Thanksgiving shall be recompensed for work done any of these days by being granted compensatory time on a straight time basis or by being paid on a straight time basis in addition to their regular holiday pay. During the calendar year of 1994 Fire Sprinkler Inspectors working on the Friday before Labor Day shall be recompensed for work done on this day by being granted compensatory time on a straight time basis or by being paid on a straight time basis in addition to their regular holiday pay.

- 17.11 If an employee other than a Participating Employee entitled to a holiday is required to work on Martin Luther King Day, President Day, Veteran's Day, or Day After Thanksgiving, he/she shall be granted another day off with his/her pay in lieu thereof as soon thereafter as the convenience of the department permits, or he/she shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay.

ARTICLE 17 - HOLIDAYS (Continued)

If an employee other than a participating employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay. Eligibility for Holiday pay shall be determined in accordance with Section I, Subsection I of the St. Paul Salary Plan and Rates of Compensation.

ARTICLE 18 - DISCIPLINARY PROCEDURES

18.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

18.2 Disciplinary actions by the Employer shall include only the following actions:

- 18.2(1) Oral reprimand
- 18.2(2) Written reprimand
- 18.2(3) Suspension
- 18.2(4) Demotion
- 18.2(5) Discharge

18.3 Employees who are suspended, demoted, or discharged shall have the right to request that such actions be reviewed by the Civil Service Commission or a designated Board of Review. The Civil Service Commission, or a designated Board of Review, shall be the sole and exclusive means of reviewing a suspension, demotion, or discharge. No appeal of a suspension, demotion, or discharge shall be considered a "grievance" for the purpose of processing through the provisions of Article 24 (GRIEVANCE PROCEDURE).

ARTICLE 19 - ABSENCES FROM WORK

19.1 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than the beginning of such work day.

19.2 Failure to make such notification may be grounds for discipline as provided in Article 18 (DISCIPLINARY PROCEDURES).

19.3 Failure to report for work without notification for three (3) consecutive normal work days may be considered a "quit" by the Employer on the part of the employee.

ARTICLE 20 - SENIORITY

20.1 Seniority, for the purposes of this Agreement, shall be defined as follows:

20.1(1) "Master Seniority" - The length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles covered by this Agreement.

20.1(2) "Class Seniority" - The length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement.

20.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer or to an elected or appointed full-time position with the Union.

20.3 Seniority shall terminate when an employee retires, resigns, or is discharged.

20.4 In the event it is determined by the Employer that it is necessary to reduce the work force employees will be laid off by class title within each Department based on inverse length of "Class Seniority." Employees laid off shall have the right to reinstatement in their Department to any previously held lower-paid class title in this bargaining unit provided, employee has greater "Class Seniority" than the employee being displaced.

20.5 In the event it is determined by the Employer that it is necessary to reduce the number of Plumbing Inspectors in the Fire Department, employees will be laid off in inverse order of their "Class Seniority." However, employees being laid off who were appointed to the title of Plumbing Inspector prior to July 1, 1985 and transferred to the Fire Department shall have the right to displace Plumbing Inspectors in the Department of Community Services provided the employee has greater "Class Seniority" than the employee being displaced.

20.6 The selection of vacation periods shall be made by class title based on length of "Class Seniority," subject to the approval of the Employer.

ARTICLE 21 - JURISDICTION

- 21.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject to determination by the various unions representing employees of the Employer.
- 21.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual Agreements between the unions involved.
- 21.3 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.
- 21.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 21.2 and 21.3 above shall be subject to disciplinary action as provided in Article 18 (DISCIPLINARY PROCEDURES).
- 21.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

ARTICLE 22 - SEPARATION

- 22.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:
 - 22.1(1) **Resignation.** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.
 - 22.1(2) **Retirement.** As provided in Article 16 (SEVERANCE PAY).
 - 22.1(3) **Discharge.** As provided in Article 18 (DISCIPLINARY PROCEDURES).
 - 22.1(4) **Failure to Report for Duty.** As provided in Article 19 (ABSENCES FROM WORK).
- 22.2 Employees having a temporary or provisional employment status may be terminated at the discretion of the Employer before the completion of a normal work day.

ARTICLE 23 - TOOLS

- 23.1 All employees shall personally provide themselves with the tools of the trade as listed in Appendix B.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.1 The Employer shall recognize the Steward selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of the Steward and of his/her successor when so named.
- 24.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 24.3 The procedure established by this article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by 18.3, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 24.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

ARTICLE 24 - GRIEVANCE PROCEDURE (Continued)

Step 2. Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his/her designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual Agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

- 24.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees.

ARTICLE 24 - GRIEVANCE PROCEDURE (Continued)

- 24.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
- 24.7 The time limits in each step of this procedure may be extended by mutual Agreement of the Employer and the Union.

ARTICLE 25 - RIGHT OF SUBCONTRACT

- 25.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in a reduction of the work force covered by this Agreement, the Employer shall give the Union a ninety (90) calendar day notice of the intention to sub-contract.
- 25.2 The sub-contracting of work done by the employees covered by this Agreement shall in all cases be made only to Employers who qualify in accordance with Ordinance No. 14013.

ARTICLE 26 - NON-DISCRIMINATION

- 26.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.
- 26.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 27 - SEVERABILITY

- 27.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 27.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative, or judicial determination.

ARTICLE 28 - WAIVER

- 28.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The Agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 28.2 Therefore, the Employer and the Union for the duration of this Agreement agree that the other party shall not be obligated to meet and negotiate over any term or conditions of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.
- 28.3 Any and all prior ordinances, Agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 29 - CITY MILEAGE

- 29.1 Automobile Reimbursement Authorized: Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- 29.2 Method of Computation: To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

Type 1: If an employee is required to use his/her own automobile OCCASIONALLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an Employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.

Type 2: If an employee is required to use his/her own automobile REGULARLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.

ARTICLE 29 - CITY MILEAGE (Continued)

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an Employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.

- 29.3 The City will provide parking at the Civic Center Parking Ramp for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.
- 29.4 Rules and Regulations: The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than \$100,000/\$300,000 for personal injury, and \$25,000 for property damage, or liability insurance in amounts not less than \$300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the city clerk.

ARTICLE 30 - SAFETY

- 30.1 Accident and injury free operations shall be the goal of the Employer and Employees. To this end the Employer and employees will, to the best of their ability abide by, and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.
- 30.2 To this end the Employer shall from time to time issue rules or notices to his Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.
- 30.3 Such safety equipment as required by governmental regulations, shall be provided without cost to the Employee. At the Employer's option, the Employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

ARTICLE 30 - SAFETY (Continued)

- 30.4 The EMPLOYER agrees to pay \$30.00 toward the cost of a pair of safety shoes purchased by an employee who is a member of this unit. The EMPLOYER shall only contribute toward the cost of one pair of shoes per contract year. This reimbursement of \$30.00 shall be made only after investigation and approval by the immediate supervisor of the employee. This \$30.00 EMPLOYER contribution shall apply only to those employees who are required by the Employer to wear protective shoes or boots.

ARTICLE 31 - LEGAL SERVICES

- 31.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, or indifference to rights of others, the Employer shall defend, save harmless and indemnify employee against tort claim or demand whether groundless or otherwise arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.
- 31.2 Notwithstanding the provisions of Section 31.1 the Employer shall not be required to defend or indemnify any employee against personal liability, or damages, costs or expense (a) resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.
- 31.3 Notwithstanding the provisions of section 31.1 or 31.2, the Employer may at its sole discretion defend an employee against allegations, claims, demands or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee consents to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.
- 31.4 Each employee, within 20 days after receiving notice of (1) a tort claim or demand, action, suit or proceeding against him/her, (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the City by giving written notice thereof to the Office of the City Clerk.

ARTICLE 32 - VACATION

- 32.1 Participating employees, as described in Article 12.3, are required to take at least ten (10) unpaid vacation days.

ARTICLE 33 - UNIFORM ALLOWANCE

- 33.1 Fire Sprinkler Inspectors and Plumbing Inspectors in the Fire Department who are required to wear a specified uniform shall receive a uniform allowance of \$425.25 per calendar year from the Fire Department.

ARTICLE 34 - DURATION AND PLEDGE

- 34.1 Unless otherwise specifically stated elsewhere herein, this Agreement is effective the date of signing by the Employer and the Union and shall remain in effect through the 30th day of April, 2002, and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in Article 34.2.
- 34.2 If either party desires to terminate or modify this Agreement, effective as of the date of expiration, the party wishing to modify or terminate the Agreement shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided, that the Agreement may only be so terminated or modified effective as of the expiration date.
- 34.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement;
- 34.3(1) The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or part from the full, faithful performance of their duties of employment.
- 34.3(2) The Employer will not engage in, instigate, or condone any lock-out of employees.
- 34.3(3) This constitutes a tentative Agreement between the parties which will be recommended by the Director of Labor Relations, but is subject to the approval of the Administration of the City, and is also subject to ratification by the Union.

ARTICLE 34 - DURATION AND PLEDGE (Continued)

AGREED and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representative for the Employer and the Union:

WITNESSES:

CITY OF SAINT PAUL

Terry Haltiner
Labor Relations Manager

Date

UNITED ASSOCIATION OF
PLUMBERS LOCAL 34

Robert Schwartzbauer
Business Manager

Date

SPRINKLER FITTERS
LOCAL 417

James Kelzenberg
President

Date

APPENDIX A

The classes of positions recognized by the Employer as being exclusively represented by the Union are as follows:

- Lead Plumber
- Plumber
- Senior Plumbing Inspector
- Plumbing Inspector
- Plumbing Inspector--Water Department
- Sprinkler Fitter Inspector

and other classes of positions that may be established by the Employer where the duties and responsibilities assigned are determined by the Bureau of Mediation Services to be appropriately represented by this bargaining unit.

APPENDIX B

6' Folding rule

APPENDIX C

1. The basic hourly wage rate for temporary and emergency employees appointed to the following classes of positions shall be:

	Effective <u>05/08/99</u>
Plumber	\$26.92*
Lead Plumber	\$29.27*
Plumbing Inspector	\$29.27*
Plumbing Inspector -Water Utility	\$29.27*
Senior Plumbing Inspector	\$30.27*

* This rate includes the \$3.14 taxable vacation contribution.

Apprentice

0- 6 months	50% of Plumber rate
7-12 months	55% of Plumber rate
13-18 months	60% of Plumber rate
19-24 months	65% of Plumber rate
25-30 months	70% of Plumber rate
31-36 months	75% of Plumber rate
37-42 months	80% of Plumber rate
43-48 months	85% of Plumber rate
49-54 months	90% of Plumber rate
55-60 months	95% of Plumber rate

The basic hourly rate for temporary employees whose length of employment and earnings require that they be subject to Public Employees Retirement Association (PERA) contributions shall be the temporary rate divided by 1.0448. This amount shall increase to 1.0518 on January 1, 1998 and is subject to further increase or decrease by the State of Minnesota.

2. The basic hourly wage rate for provisional, regular and probationary employees appointed to the following classes of positions and not receiving the fringe benefits listed in Article 12.2 shall be:

	Effective <u>05/08/99</u>
Plumber	\$23.73*
Lead Plumber	\$25.80*
Plumbing Inspector	\$25.80*
Plumbing Inspector - Water Utility	\$25.80*
Senior Plumbing Inspector	\$26.68*

APPENDIX C (Continued)

- * Effective January 1, 1998, this rate includes a taxable vacation contribution. In addition, notwithstanding Article 32, a calculation has been made to allow for 72 hours of paid holidays and 80 hours of paid vacation per fiscal year. Vacation carry over shall be paid in accordance with Section I H of the Saint Paul Salary Plan and Rates of Compensation. Vacation must be approved by the Head of the Department.

Effective May 1, 2000 (or closest payroll period), there will be an additional \$1.61 per hour increase added to the total package. The parties will agree prior to that date regarding the distribution of the \$1.61 between wages and fringes. This amount will be decreased by any increase in the Industry Fund. There will also be a \$0.10 per hour increase in the Forman Rate.

Effective May 1, 2001 (or closest payroll period), there will be an additional \$1.65 per hour increase added to the total package. The parties will agree prior to that date regarding the distribution of the \$1.65 between wages and fringes. This amount will be decreased by any increase in the Industry Fund. There will also be a \$0.10 per hour increase in the Forman Rate.

3. The basic hourly wage rate for regular employees appointed to the following classes of positions who are receiving the fringe benefits listed in Article 12.2 shall be:

	<u>Effective</u>
	05/08/99
Plumbing Inspector	\$29.13
Senior Plumbing Inspector	\$29.96

If the Union elects to have the contributions listed in Appendix D increased or decreased, the Employer may adjust the above applicable rates for participating employees in such a way that the total cost of the package (wage rate plus contributions) remains constant.

In the event Local 34 and any plumbing contractor affiliated or not affiliated with Twin Cities Piping Industry Association and doing business in the seven county metropolitan area agree to a total commercial package different from the above total commercial package such differences shall be immediately applicable to the total compensation paid to employees covered by this Agreement.

The State of Minnesota has changed the Public Employees Retirement Association (PERA) contribution rates for employers and employees to 5.18% effective 01/01/98. This rate is subject to increase or decrease by the State of Minnesota.

APPENDIX D

Unless specifically noted, the contribution levels represent pre-tax amounts. Effective 05/08/99, for participating employees working in a title listed under the heading, Group A, in Appendix A, the Employer shall:

- (1) contribute to a Union designated **Credit Union** \$3.14 per hour, for which payroll deductions have been made, for all hours worked by participating employees, as defined in Articles 12.3, 12.4 and 12.5 of this Agreement.
- (2) contribute to a **Health and Welfare Fund** \$3.28 per hour for all hours worked by participating employees, as defined above.
- (3) contribute to the **Pension Funds** \$4.88 per hour for all hours worked by participating employees, as defined above.
- (4) contribute to the **Journeyman and Apprenticeship Training Fund** \$0.19 per hour for all hours worked by participating employees, as defined above.
- (5) contribute to the **International Training Fund** \$0.05 per hour for all hours worked by participating employees, as defined above.

The Employer will not make the above contributions for Holidays or vacation.

All contributions made in accordance with this Appendix D shall be forwarded to the Twin City Pipe Traders Service Association. The Employer shall establish Workers Compensation and Unemployment Compensation programs as required by Minnesota Statutes.

The Employer's fringe benefit obligation to participating employees as defined in Articles 12.3, 12.4 and 12.5 is limited to the contributions and/or deductions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded contributions and/or deductions.

APPENDIX E

WORKING CONDITIONS FOR SENIOR PLUMBING INSPECTORS AND PLUMBING INSPECTORS

As a result of the 1974 settlement, the Parties have established craft-determined rates for Senior Plumbing Inspectors and for Plumbing Inspectors, with the specific understanding that such Agreement is restricted to established rates of pay for such classifications. It is, consequently, agreed that the Employer in applying Article 3 (EMPLOYER RIGHTS) of the Maintenance Labor Agreement, shall have the right to operate the Department in the same manner as heretofore, with management rights unaffected, and that the establishment of separate rates for these classifications as well as for Inspector classifications in other Bargaining Units, may not result in disputes over assignments or over rates of pay for work performed, nor will any jurisdictional claims or restrictions be asserted by the Union because members of various Inspector classifications are assigned to work which is also performed by other Inspector classifications.

APPENDIX F

1. The basic hourly wage rate for temporary and employees appointed to the following classification shall be :

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
	06/01/99**	01/01/00**	06/01/00**	06/01/01**
Fire Sprinkler Inspector	\$28.42*	\$28.37*	\$29.92	\$31.62

* This rate includes the \$.50 taxable vacation contribution

** or closest payroll date.

2. The basic hourly wage rate for provisional, regular and probationary employees appointed to the following classification shall be:

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
	06/01/99**	01/01/00**	06/01/00**	06/01/01**
Fire Sprinkler Inspector	\$27.02*	\$26.97*	\$28.45*	\$30.06*

* This rate includes the \$.50 taxable vacation contribution

** or closest payroll date.

The State of Minnesota has changed the Public Employees Retirement Association (PERA) contribution rates for employers and employees. The current rate for applicable employees is 5.18%. This rate is subject to further increase or decrease by the State of Minnesota.

APPENDIX G

Unless specifically noted, the contribution levels represent pre-tax amounts. Effective 06/01/99 (or closest payroll date), for employees working in the title of Fire Sprinkler Inspector, the Employer shall:

- (1) contribute to a **Health and Welfare Fund** \$3.40 per hour for all hours worked.
- (2) contribute to the **National Pension Fund** \$2.30 per hour for all hours worked.
- (3) contribute to the **Supplemental Pension Fund** \$4.40 per hour for all hours worked. Effective 06/01/00 (or closest payroll date) this will increase to \$4.70. Effective 06/01/01 (or closest payroll date) this will increase to \$5.00.
- (4) contribute to the **Education Fund** \$.16 per hour for all hours worked.
- (5) deduct and forward to the **Vacation Fund** \$.50 per hour for all hours worked.
- (6) contribute to the **Building Fund** \$.21 per hour for all hours worked.
- (7) contribute to the **International Training Fund** \$.05 per hour for all hours worked.

All contributions and deductions made in accordance with this Appendix G shall be forwarded to the parties designated by the Union.

The Employer shall establish Worker's Compensation and Unemployment Compensation programs as required by Minnesota Statutes.

The Employer's fringe benefit obligation is limited to the contributions and/or deductions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded the contributions and/or deductions.